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ABSTRACT

This agreement is between the Trustees of Southeastern Massachusetts University and the Southeastern Massachusetts Faculty Federation Local 1895 American Federation of Teachers AFL-CIO. Articles of the agreement cover SMU Faculty Federation; recognition and definitions; SMU Faculty Federation-Trustees relations; academic freedom; democracy, and responsibility; Federation activities; governance and participation in decisionmaking; appointments; salary and fringe benefits; professional librarians; professional technicians; working conditions; contract renewal policy; tenure; promotion and salary increases; sabbatical leave; dismissal; grievance procedures; ratification of agreements; resolution of differences by peaceful means; management rights; provision for related issues; savings provision; and duration. Appendices include a tenure time schedule and tenure recommendation flow chart. (MJM)

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Trustees / Faculty Federation Agreement
Southeastern Massachusetts University

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Trustees/Faculty Federation Agreement
Southeastern Massachusetts University

Agreement between the
Trustees of Southeastern Massachusetts University
and the
Southeastern Massachusetts Faculty Federation
Local 1895 American Federation of Teachers AFL-CIO

Negotiating Team
for the Board of Trustees

Negotiators:
Dr. David Feldman
Chief Negotiator

Dr. Joseph J. Orze, Dean
College of Fine and Applied Arts

Negotiating Team
for the Faculty Federation

Negotiators:
Anthony J. John, President
Professor of Mathematics
Chairman, Negotiating Committee

Dr. John J. Fitzgerald, First Vice-President
Professor of Philosophy
Chairman, Department of Philosophy

Dr. M. C. Rosenfield, Second Vice-President
Associate Professor of History
Chairman, Department of History

Dr. William C. Wild, Jr., Executive Board
Professor of Business Administration
Chairman, Department of Business Administration

Fred Gorczyca, Member
Associate Professor of Mechanical Engineering

Bernard Dutra, Member
Professional Technician

Research Intern:
Richard Rossi
Department of Higher Education
Boston College

Negotiator-Consultant:
John J. Carpenter, Esq.
Massachusetts Federation of Teachers

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Preamble

This Agreement is entered into by and between the Southeastern Massachusetts University Board of Trustees and the Southeastern Massachusetts University Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent for faculty members in the bargaining unit delineated in Article 1, Section A.

The Trustees and the Faculty Federation recognize and agree that a University is composed of a diversity of groups and interests joined together in a common purpose whereby both the overall goals of the University can be achieved and simultaneously the goals of each of its constituent groups, the Students, the Faculty, the Administration and the Board of Trustees as the representatives of the public.

Further, the parties recognize and agree that while democratic principles should obtain in every American institution of higher learning, an urban university in an area of diverse population such as Southeastern Massachusetts must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties and facilities are more than aspirations.

This Agreement between the Board of Trustees of Southeastern Massachusetts University and the Southeastern Massachusetts University Faculty Federation seeks to establish a democratic process whereby the legitimate goals of the Students, the Faculty, the Administration, and the Board of Trustees can be achieved, and conflicts between these various constituencies can be resolved in a democratic and orderly manner.

Article I
SMU Faculty Federation
Recognition and Definitions

A. Recognition

The Trustees of Southeastern Massachusetts University recognize the Southeastern Massachusetts University Faculty Federation (SMU Faculty Federation), Local 1895, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for the following professional employees:

Commonwealth Professor, SMU
Professor, SMU
Commonwealth Associate Professor, SMU
Associate Professor, SMU
Assistant Professor, SMU
Instructor, SMU
Department Chairman, SMU
Librarian, SMU
Library Reference Assistant, SMU
Acquisitions Librarian, SMU
Professional Technician, SMU

B. Definitions

1. The term "Academic Year" shall consist of the Fall and Spring semesters inclusive of the dates of September 1 - June 30.

2. The term "Administration" shall be defined to include the President and other principal administrative officers of the University, such designation is not to include individuals and positions as defined under Section A of Article I. The Administration shall be responsible for the management of Southeastern Massachusetts University.

3. The term "Campus" refers to any single educational facility or academic location of the University.

4. The term "Dean" or "Dean of a College" as used in this Agreement means the Dean of Faculty or the Dean of the Colleges of the University or the Chief Librarian of the University.

5. The term "Department" shall be defined as any instructional or service unit composed of one or more faculty members.

6. The term "Faculty" as used in this Agreement means a member of the bargaining unit as defined in A above.

7. The term "Federation Representative" as used in this Agreement means any officially designated representative of the Faculty Federation.

8. The term "Part-time Faculty" as used in this Agreement means an employee who is not "full-time" and teaches a minimum of one (1) course.

9. The term "Technician" refers to Professional Technicians.

10. The term "Trustees" refers to the Board of Trustees for the Southeastern Massachusetts University.

11. The term "University" refers collectively to all educational facilities or academic locations under the control of the Trustees.

12. Whenever the singular is used in this Agreement, it shall include the plural.

13. The term "Promotion" as used in this agreement means advancement to a higher faculty rank approved by the Board.

14. The term "Probationary Period" as used in this agreement means the period of full-time faculty employment preceding the granting of tenure.

15. The term "Unsatisfactory Report" as used in this Agreement means that the individual was rated below average on the form used in evaluating his teaching effectiveness in a class by more than 50% of the students in that class.

Article II
SMU Faculty Federation-Trustees Relations

A. *Fair Practices*

As exclusive collective bargaining agent the Faculty Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, age, or marital status. The Faculty Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.

The Trustees agree to continue their policy, as provided by law, of not discriminating against any person on the basis of race, creed, color, national origin, sex, age, marital status or participation in or association with the activities of any employee organization.

B. *Individual Contracts*

Rights and benefits of faculty members set forth in this Agreement shall be incorporated into and made part of any individual contract of employment with the Board of Trustees. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in employment contracts issued to faculty members.

C. *Continuing Consultation*

The Trustees and the Faculty Federation, recognizing the importance of frequent communications in maintaining good relationships, agree to schedule regular monthly meetings between the Deans of the respective Colleges and the Faculty Federation Local officers or their designees, and similar monthly meetings between the President and the Executive Officers of the Faculty Federation. Included for discussion shall be Faculty-Administrator relationships and methods for improvement.

These meetings shall not be for the purpose of negotiating with respect to wages and hours or condition of employment or for discussing specific grievances but shall be for the purpose of discussing and resolving mutual problems affecting the overall relationships between the parties to this Agreement. In each College, the Dean, the Faculty Federation Local officers or their designees shall agree on a regular schedule of monthly meetings between the former, or his designee, and Faculty Federation representatives. In addition to the regularly scheduled monthly meetings, special meetings, both at the College and University levels, shall be held at the request of either party to discuss and resolve questions relating to the Agreement.

D. *Bulletin Boards*

The Faculty Federation shall be permitted to post official Faculty Federation notices on the University bulletin boards.

E. *Distribution of Materials*

The Faculty Federation shall have the right to place Faculty Federation related materials in the mail boxes of faculty and other professional employees.

F. *Federation Meetings*

On twenty-four (24) hours' notice to the appropriate authority, the Faculty Federation shall have the right to schedule a Federation meeting during normal operating hours in the buildings of the Campus. After a Federation meeting has been scheduled, no other meetings involving faculty members shall be scheduled at the same time.

G. *Information*

The Board shall make available to the Federation upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the negotiation and implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential.

H. *Trustee Meetings*

1. The Faculty Federation will be supplied a copy of the Agenda at the same time copies are supplied to the Trustees in advance of each regular or special meeting of the Trustees.
2. All items relating to the terms of the Agreement between the Trustees and the Federation shall be placed on the Agenda of the Board of Trustees to be discussed at a specified time determined by the Board with notification to the Faculty Federation.

3. A copy of the minutes of all Trustee Meetings shall be sent to the Faculty Federation President.

I. Faculty Representation

Any faculty member representing the members of this unit on any committee or other such body established by the Board of Higher Education or any agent thereof, which involve matters of conditions of employment, shall be elected by a procedure administered by the Southeastern Massachusetts University Faculty Federation; no faculty member desiring to be a candidate shall be excluded from such election.

J. Faculty Federation Office

The Federation shall be provided with an office on campus.

Article III
Academic Freedom, Democracy, and Responsibility

A. Educational Policy and Academic Freedom

1. An Academic Review Committee shall be formed composed of two (2) representatives of the Trustees, two (2) representatives of the Faculty Federation, together with the Dean of Faculty and the Faculty Federation President, who shall serve alternately as chairman of the meetings. The function of this committee is to review changes in academic programs which directly affect wages, hours, and conditions of employment specifically covered by this Agreement. Recommendations of this committee shall be given to the parties to this Agreement for their consideration. Either the Dean of Faculty or the President of the Faculty Federation may request that the committee convene at a mutually acceptable time and place. The committee shall establish its own procedures of operation.

2. The Southeastern Massachusetts University Faculty Federation and the Board of Trustees agree to accept the statement of principles on academic freedom as follows:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the other academic duties; but research for pecuniary return should be based upon an understanding with authorities of the institution, and shall not interfere with the faculty member's obligations to the University.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman.

3. The faculty shall have the responsibility to determine course content and texts.

4. Faculty teaching assignments shall be decided by the Department Chairmen in consultation with members of the department and must be acceptable to the Dean of the College.

5. The Trustees shall uphold the Faculty's academic freedom to discuss controversial issues.

6. The exercise of legal and constitutional rights shall in no way jeopardize the faculty member's position or rights.

B. Suspension from class

The President may, at his discretion, after consultation with the appropriate College Dean and Dean of Faculty, suspend a faculty member from class. No faculty member may be removed from the performance of his duties without full disclosure of the reasons for the intended suspension to the individual concerned. If he so desires, the faculty member shall have the right to a hearing before the appropriate College Academic Council which shall make its recommendations to the President. Where a person has been removed from the performance of his duties, the administration shall present its reasons at a hearing before the College Academic Council within five school days. If the grievance is not resolved at the level of the College Academic Council, the faculty member involved may pursue his grievance, in an orderly manner, under Article XVI (Grievance Procedures) of this Agreement.

Article IV
Federation Activities

A. *Released Time for Meeting*

When the Administrators and representatives of the Faculty Federation meet to discuss items in this Agreement, said representatives (not to exceed seven) attending such a meeting shall suffer no loss in pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled class time.

B. *Class Schedule for Faculty Federation Representatives*

When feasible, classes and other duties of Faculty Federation representatives will be scheduled in such a way as to maximize the time available for the performance of the representative's duties.

C. *Limits on Faculty Federation Activities*

Except as specifically provided in this Agreement, no faculty member shall engage in Federation activities during the time he is scheduled for teaching or other scheduled University duties.

D. *Federation Service to the Academic Community*

For evaluation purposes, those committees established according to the terms of this Agreement shall take into consideration as service to the academic community activities by Faculty Federation officers who are responsible for a share of the partnership in the administration of the Agreement.

E. *Faculty Federation President*

Every effort shall be made to adjust the schedule for the President of the Faculty Federation so that he can properly execute his duties as a faculty member and his responsibilities to represent the faculty in the administration of the collective bargaining agreement.

Article V
Governance & Participation In Decision Making

A. *Selection of Department Chairmen*

The term of office for Department Chairmen shall be four (4) years. Department Chairmen will be selected as follows:

1. An election shall be held in a Department at the call of the College Dean on or before April 15 of the last year of the present Chairman's term of office for the purpose of nominating two (2) persons who would be acceptable to the members of the Department as Chairman. Each such election shall be by secret ballot and under the auspices of the appropriate College Academic Council.

2. Only tenured faculty and non-tenured faculty holding rank of Associate Professor and above shall be eligible for the office.

3. All full-time faculty members shall be eligible to vote in the election for Department Chairman.

4. After each election, the appropriate College Academic Council will submit the names of the two (2) individuals who received the highest number of votes to the College Dean who will select one of the nominees and transmit his name to the Dean of Faculty.

5. If the Dean of Faculty declines the selection of the Dean of the College, another election in accordance with this Article shall be held within seven (7) working days of the written notification of the declination to appoint.

6. The term of office shall commence on September 1 and Department Chairmen may have a twelve (12) month appointment and have a maximum teaching load of seven (7) units per semester.

7. The performance of the Department Chairman shall be annually reviewed by the College Dean at the end of the spring semester and prior to the close of the academic year. The College Dean shall prepare an annual written evaluation to be given to the Department Chairman at the time of his annual oral review with the College Dean. Copies of the evaluation will be sent to the Dean of Faculty.

8. Recall by Vote of the Department
The procedures for recalling a Chairman are as follows:

   (a) The filing with the College Dean of a petition to recall signed by a minimum of thirty (30) percent of the full-time members of the Department.

   (b) Upon receipt of a petition to recall, the College Dean will notify the appropriate College Academic Council to give fourteen (14) days written notice to all full-time members of the Department setting forth the time, the date and place where the recall election by secret ballot will be held.

(c) A two thirds (2/3) vote of all the full-time members of the Department shall be required to recommend to the President of the University that he declare a vacancy to exist in the Department Chairmanship. Upon certification of the election results by the College Academic Council, the College Dean and the Dean of the Faculty, the President shall notify the appropriate College Academic Council to call for a new election under the procedures delineated in this Article.

9. The President may at his discretion, after consultation with the appropriate College Dean and Dean of the Faculty, declare a vacancy to exist.

10. The President of the University may appoint an Acting Chairman upon being notified by the College Dean and the Dean of the Faculty that a Chairman is on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation.

B. Departmental Committees

Each Department shall establish a permanent department committee on faculty evaluation and other committees as recommended by the Department Chairman and approved by a majority vote of the full-time faculty at a regularly scheduled Department meeting. The number of members of these committees and its membership shall be determined by a majority vote of the full-time faculty of the Department with the exception of the Department Chairman who will chair the Committee on Faculty Evaluation. All full-time faculty members are eligible for membership and chairmanship of all departmental committees, exclusive of the Committee on Faculty Evaluation whose membership shall be drawn from tenured members of the Department and non-tenured faculty holding rank of Associate Professor and above.

C. College Academic Councils

1. Seven (7) College Academic Councils shall be established, one (1) each for the College of Business and Industry, Engineering, Fine and Applied Arts and Nursing and three (3) within the College of Arts and Sciences, one (1) each in the humanities, social sciences, and the physical and biological sciences. They will serve one (1) year from September 1 through August 31. They will be selected as follows:

(a) At the call of the College Dean on or before April 15, each department will hold a secret ballot election among its tenured faculty and non-tenured faculty holding rank of Associate Professor and above to elect one (1) of its members to the appropriate College Academic Council. Upon completion of the election, the Department Chairman will notify in writing to the College Dean the departmental representative to that Department's College Academic Council.

2. The composition of the College Academic Councils will consist of one (1) member from each department within each college.

Humanities Council
English
History
Language
Philosophy

Social Sciences Council
Economics
Education
Political Science
Psychology
Sociology

Engineering Council
Civil Engineering
Electrical Engineering
Industrial Engineering
Mechanical Engineering

Fine and Applied Arts Council
Art History
Art Education
Design
Drama
Fine Arts
Music

Business and Industry Council
Business Administration
Textile Chemistry
Textile Technology

Science Council
Biology
Chemistry
Mathematics
Physics

Nursing Council
Nursing

3. Each College Academic Council shall establish a permanent Committee of the Whole on Faculty Evaluation and other committees as recommended by the Council Chairman and

approved by a majority vote of the Council members. Each Council Chairman shall be selected by a majority vote of the members of the Council.

D. University Council

A University Council shall be established. Its composition will consist of one (1) member from each of the seven (7) College Academic Councils. The members of the University Council will serve for one (1) year from September 1 through August 31. They will be selected as follows:

At the call of the Dean of Faculty on or before May 15 each College Academic Council will hold a secret ballot election among its members to elect one (1) of its members to the University Council. Upon completion of the election, the College Academic Council Chairman will notify in writing to the Dean of Faculty the College Academic Council member elected to serve on the University Council.

E. Student Evaluation of Teaching Effectiveness

1. Each faculty member shall be evaluated for teaching effectiveness in each of his classes each semester.

2. The evaluation of teaching effectiveness shall be based on the results of a student evaluation form. Where there has been classroom visitation by faculty members during the semester, a report of that shall also be appended to the results of the student evaluation form.

3. The results of the student evaluation shall be delivered to the Chairman of the Department, who shall discuss them with the faculty member who was evaluated. These results shall be retained in the departmental file.

4. In the event that a faculty member had unsatisfactory reports for half or more of his classes for three semesters consecutively, the departmental faculty evaluation committee shall arrange classroom visitation and counseling for improvement of teaching effectiveness. Unsatisfactory reports for four consecutive semesters shall be a factor taken into consideration relative to merit raises, increments and promotion. Six consecutive unsatisfactory reports for non-tenured faculty shall be a factor taken into consideration relative to tenure or grounds to initiate hearings on competency for tenured members.

F. Committees

1. *Department Curriculum Committee.*
Each department shall establish a departmental curriculum committee of a size to be determined by vote in each department. The committee shall consist of approximately equal representation from the faculty of the department and the students majoring in the department, with a faculty member serving as chairman. Departments with distinct options may establish such a committee for each option. This committee shall make recommendations to the department for courses or programs to be given by the department and, upon their approval, submitted to the Dean of the College. Where its recommendations involve more than one department, its recommendations will be made to the Dean of the College through the College Curriculum Committee. Where its recommendations involve more than one college, it shall be forwarded by the Dean of the College to the University Curriculum Committee.

2. *College Curriculum Committee.*
This committee shall consist of a faculty member and a student majoring within the department elected from each department. This committee shall make its recommendations to the Dean of the College on all new programs involving the faculty of two or more departments, or when another department objects to a proposed new course, or courses required for students outside the department in which they are majors. All motions on curriculum shall be passed by two thirds of the members of the committee at one meeting or by a simple majority of those attending the meeting at two consecutive meetings for which adequate notice is given of the meeting and of the agenda. The Committee shall elect its own chairman.

3. *University Curriculum Committee.*
This committee shall consist of two faculty members elected from departments within each of the College Academic Councils and one student elected from a department within each College Academic Council. This committee shall make recommendations to the Dean of Faculty for action on all new courses or programs, including graduate programs, which involve the faculty of two or more colleges or courses required by students outside the college in which they are enrolled. However, the President and/or the Board may review and take further action. The committee shall also make recommendations on new programs falling outside one of the established colleges, or where the location of a new program is

itself a matter of debate. In addition, the University Curriculum Committee shall serve as an appeals committee when the Dean of the College and the College Curriculum Committee differ.

The committee shall elect its own chairman.

4. Copies of the recommendations of all of the above committees shall be sent to the President of the Faculty Federation for his information.

5. *Committee on Standards and Evaluation.*
This committee shall make recommendations on standards for appointment, reappointment, promotion and tenure for faculty members. It shall consist of two faculty members from the departments within each of the College Academic Councils. The chairman of this committee shall be the Dean of Faculty. Recommendations of this committee shall be taken under advisement by the President of the University and copies shall be sent to the President of the Faculty Federation.

6. *Committee on Governance.*
This committee shall serve as a University-wide study committee to develop recommendations to strengthen procedures leading to more effective governance in the University. The committee shall consist of four administrators appointed by the President, four faculty members appointed by the Federation President, and four students appointed by the President Senate. The committee shall make its recommendations to the President of the University.

The Committee shall elect its own chairman.

2. [illegible] Committee on Selection of College Deans, Dean of Faculty and President of the University

1. Department and Council Faculty.
When a vacancy exists in the Office of President and/or the Dean of Faculty, the Board of Trustees shall establish a search committee. This committee consisting of seven students, faculty, administrators and Board members shall be in the selection of nominees for these offices.

2. Deans of Colleges.
In the event of a vacancy of a Dean of a College, the President of the University shall appoint a search committee to fill the vacancy. The committee shall be composed of three (3) tenured faculty from within the college appointed by the Federation, three (3) individuals appointed by the President and three (3) students from within the college selected by the Student Senate. The Committee shall elect its own chairman.

Article VI
Appointments

A. *Initial Appointments and Contracts*

1. Initial appointments for a faculty member to a position covered by the bargaining unit may be at any rank or step in the salary schedule.

2. The Chairman of each Department on or before November 15 of the academic year will forward to the appropriate College Dean the full-time and part-time faculty requirements for the following academic year. The College Dean will review each departmental request and submit his recommendations to the Dean of the Faculty for review and recommendation to the President of the University.

3. Recommendation for hiring of new faculty shall be made by the department chairman of the appropriate department, with the advice and consent of tenured department faculty, and upon consultation with non-tenured faculty.

4. The principle of flexibility should govern the development of initial contracts to positions in the bargaining unit. The following will serve as guidelines:

(a) Each appointment to an academic position shall be made by the Board upon the recommendation of the President. The precise terms and conditions of each appointment including whether the candidate shall have tenure credit of not more than three (3) years towards tenure shall be set forth in writing and sent to the appointee before the effective date of his appointment. Included shall be a statement detailing the specific requirements of the position and in what circumstances his performance will be evaluated and the procedures of evaluation. This statement shall be developed by the Department Chairman in accordance with the Department Committee on Faculty Evaluation and approved by the College Dean, the Dean of Faculty, and the President of the University. Such statement shall be considered a part of the contract of employment and shall be binding upon the University for the purpose of renewal, non-

renewal, promotion, salary increases, and tenure. The conditions of a contract of employment covered by the bargaining unit shall not be contrary to any provisions of this Agreement.

(b) Unless otherwise specified by the Trustees in the applicable appointment resolution, each appointment to an academic position in the University shall be without tenure and for a specified term.

(c) Upon recommendation by the President, after consultation with the Chairman and the tenured members of the department, the Trustees may appoint any person to an academic position in the University with tenure. The appointment of any person holding an academic position in the University with tenure to another academic position within the bargaining unit in the University shall be with tenure in the new position.

5. If an individual faculty member aspires to retention on the SMU Faculty as a tenured member, he must, among other conditions, acquire terminal qualification in his field as defined in the Trustees and Faculty Federation Agreement.

B. Minimum Requirements for Appointment

1. *Instructor.*
Active candidacy for a doctor's degree at an accredited institution or active candidacy for other terminal qualification in the academic discipline to be taught.

2. *Assistant Professor.*
An earned doctor's degree from an accredited institution or other terminal qualification in the academic discipline to be taught or active pursuit of a terminal degree in an accredited institution.

3. *Associate Professor.*
An earned doctor's degree from an accredited institution or other terminal qualification in the academic discipline to be taught. Either substantial contribution to knowledge in the discipline or several years of responsible professional experience in the discipline. Ordinarily at least three years of teaching experience.

4. *Commonwealth Associate Professor, Professor, Commonwealth Professor.*
An earned doctor's degree from an accredited institution or other terminal qualification in the academic discipline to be taught. Either outstanding contribution to knowledge in the discipline or a number of years of responsible professional experience in the discipline. Ordinarily at least three years of teaching experience.

C. General Requirements.

In making appointments to the ranks of Commonwealth Professor, Professor, Commonwealth Associate Professor, Associate Professor, an applicant's record of publication of books he has authored and articles published in scholarly journals which contribute to the advancement of knowledge in his field is a major consideration in determining eligibility.

Success in the art and practice of teaching shall be assumed as a basic requirement for initial and continuing employment in all academic positions. Unusual and outstanding service contributed by an individual to the field of education shall be considered in determining eligibility for promotion in rank.

D. Exceptions to Requirements

Faculty members may be appointed initially at any rank in keeping with the requirements of this Article, but nothing in these requirements should prevent the initial appointment or the promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. Exception to these standards shall be made in emergencies or when no fully qualified candidate meeting all standards is available for appointment and the good of the University necessitates the filling of the specific position.

E. Term of Appointment

1. *(a) Instructors*
Appointments at the rank of Instructor shall be subject to renewal at the discretion of the Board of Trustees. An individual shall not serve at the rank of Instructor for more than five (5) years. Instructors shall be eligible for promotion to higher rank from the time they complete one (1) year of service at Southeastern Massachusetts University. An Instructor shall within 15 days of the beginning of his fifth academic year or within 15 days of the beginning of the academic year in which he might be eligible for tenure (due to service

elsewhere), be given notice he is being promoted at the beginning of the next academic year or that he is then serving his final academic year at the University.

(b) Promotion
Any faculty member in the rank of Instructor shall be promoted to the rank of Assistant Professor upon achieving tenure at Southeastern Massachusetts University.

2. *Other Ranks*
In general, not more than five (5) consecutive one-year contracts, or a combination of multi-year contracts not exceeding five (5) years, shall be offered to a non-tenured individual holding an academic rank above that of Instructor. It is assumed that a person with serious professional aspirations to remain in teaching and to advance and achieve in the academic world will demonstrate his eligibility and worthiness for promotion to a higher rank within a period of time spanning five years. Persons initially appointed at the rank of Assistant, Associate, or Full Professor may be appointed for an initial one, two, or three-year term. Persons appointed as Visiting Professors shall be employed for a specific period of time and shall not attain tenure.

F. "Terminal qualification" is defined as follows:

1. A doctor's degree from an accredited institution in the academic discipline to be taught; or
2. In Business Administration the Ph.D. or D.B.A. or other appropriate doctoral degree, appropriate professional degrees such as the J.D. and the LL.B. and certifications such as the C.P.A.; C.P.A; or
3. In Fine and Applied Arts (except for appointments in academic fields such as Art History) the Master of Fine Arts plus significant professional work; or
4. In Textile Technology the master's degree in the field plus significant professional work; or
5. In Engineering Technology programs the master's degree in the field, registration as a Professional Engineer and significant professional work in the engineering field; or
6. In Nursing the M.S. in Nursing degree in the clinical specialty to be taught, plus significant professional work.

G. Seniority/Determination of Seniority

1. Seniority of faculty members shall be determined by date of employment. This date will be determined in the following manner.

   Where there has been one full-time appointment, the date of employment is the basis for determining seniority. Where there has been noncontinuous full-time employment, the date for determination of seniority shall be constructed by moving the date back from the present continuous appointment the number of months of the previous full-time employment.

2. A seniority list shall be prepared annually by the Department Chairman on October 1 for the faculty members of each department and filed with the Dean of Faculty. The list shall be revised as necessary during the year by the department chairman to reflect changes in the department's membership.

3. Seniority will be a factor in consideration of the assignment of courses and schedules.

H. Faculty Evaluation

1. A written evaluation of all non-tenured faculty members shall be prepared at least once in each academic year. This evaluation shall be prepared by the chairman of the appropriate department with the advice and consent of the departmental faculty evaluation committee, a committee which shall be composed of tenured faculty of the department and non-tenured faculty holding the rank of Associate Professor and above.

2. The written evaluation shall become a part of a file of information concerning the faculty member only after the faculty member shall have read the report and signed an appended statement indicating that he or she has read, but not necessarily agreed, with the report or its conclusions.

3. In the event that a faculty member wishes to challenge a report which he or she believes to be incorrect, he or she may add to the file any statement, evidence or other documentation which he or she believes would present a more valid point of view.

4. The Department Chairmen will make annual evaluations for each faculty member in the department with a written record to be submitted to the Dean of the College as supplementary data for merit, promotion, and tenure decisions. Prior to such submission, the faculty member concerned shall be furnished a copy for his comments.

5. Faculty members will be evaluated on the following:

   (a) i. Teaching effectiveness based on student evaluation
   ii. Student advisement
   (b) Research and publications
   (c) Professional activities
   (d) Service to the academic community
   (e) Leadership in community affairs

I. Teaching Load

Teaching loads in a department shall be distributed as evenly as possible among faculty members.

J. Policy

Except where contrary to the terms of this Agreement, the established policies of the Board of Trustees with respect to wages, hours, or conditions of employment shall remain in effect during the life of this Agreement.

Article VII
Salary and Fringe Benefits

A. Merit-Grade/Rank Salary Schedule

1. The salary schedule for all members of the faculty in the bargaining unit is dependent upon monies provided by legislative action and therefore must be dependent upon the monies made available. However, all monies which are designated in the budget (the .01 account) for salaries of the members of the bargaining unit shall be allocated solely for such salaries. Provided, however, where the law allows under fiscal autonomy, the Administration of the University may temporarily and for cause use a faculty position, as designated in the .01 account, for duties other than teaching after consultation with representatives of the Faculty Federation.

2. The Salary Schedule for all members of the faculty in the bargaining unit is as follows:

Instructor	Assistant Professor	Associate Professor	Professor
$ 8,500	$10,000	$15,584	$23,023
8,925	10,750	16,363	24,174
9,371	11,556	17,181	25,382
9,840	12,523	18,040	26,651
10,332	13,462	18,942	27,983
	14,135	19,889	29,382
	14,842	20,883	30,516
		21,927	

B. Benefits

1. Effective February 1, 1973, upon the completion of 25 or 35 years service, a faculty member shall be advanced one merit increment salary schedule of his rank.

2. The members of the bargaining unit shall continue to be covered by all the fringe benefits as provided by law.

3. *(a) Life Insurance.*
The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provisions of M.G.L.A., Ch. 32A, Sec. 5, 6, 8, 10 and 10A.

(b) Health and Accident Insurance.
The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement pursuant to the provisions of M.G.L.A., Ch. 32A, Sec. 5, 6, 8, and 10.

(c) Workmen's Compensation.
The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

4. The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.A., Ch. 15, Sec. 18A.

5. *Leaves of Absence*

(a) Sick Leave
All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed. Sick leave not used in any year may be accumulated.

(b) Funeral Leave
Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother, sister, brother-in-law or sister-in-law of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

(c) Maternity Leaves
Any faculty member shall be entitled to maternity leaves of up to two years. As soon as possible prior to the start of maternity leave, notice should be given by the faculty member to the Department Chairman. Any non-tenured faculty member desiring part-time appointment for the sole purpose of maternity leave, shall have the part-time appointment accumulate toward her residency requirements for tenure if so requested.

(d) Other Leaves
Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

C. Waiver of Tuition for Family

When permissible, faculty and members of their immediate family shall be allowed to enroll tuition free for courses offered at Southeastern Massachusetts University.

Article VIII
Professional Librarians

A. Terminal Qualification

Terminal qualification for a Professional Librarian is the Master of Library Science degree. All Professional Librarians covered by this Agreement who possess this degree shall be eligible for academic rank and be entitled to sabbatical leave under the provisions of this Agreement.
Professional Librarians who aspire to academic rank and the benefits thereof are encouraged to pursue a program of studies leading to terminal qualification.

B. Professional Evaluation

1. Professional Librarians shall be evaluated yearly by the Head Librarian. These evaluations shall be in writing with a copy made available to the individual under consideration.

2. The Head Librarian shall make his recommendations for renewal/non-renewal of contract for the individual to the Dean of Faculty with substantiation. If his recommendation to the Dean of Faculty is negative, the Head Librarian shall make this known to the individual with the reasons therefor.

3. The Dean of Faculty shall review the recommendations of the Head Librarian and submit his own recommendations with substantiation in writing to the President together with the recommendations and substantiation of the Head Librarian.

4. The President shall review the recommendations of the Dean of Faculty and all other forwarded documents and make a decision to reappoint or not reappoint the individual. His decision shall be final. However, the Board, at its own initiative, can review and take further action.

C. Dismissal

After three years of service a Professional Librarian can only be removed from service through just cause. If he is removed from service for just cause, he shall have the right to a hearing before the Dean of Faculty at which time he may have counsel of his choice and the right to present witnesses in his behalf.

D. Grievance

The Professional Librarian, as a member of the bargaining unit shall have all of the benefits of the grievance procedure as outlined in this Agreement. However, since he is not a member of a department served by any College Academic Council, this step in the procedure shall not be a part of the grievance procedure for the Professional Librarian.

E. Merit Grade/Rank Salary Schedule

1. Professional Librarians with Terminal Qualifications Based Upon Twelve (12) Months Appointment

Assistant Professor	Associate Professor
$10,000	$15,584
10,750	16,363
11,556	17,181
12,523	18,040
13,462	
14,135	
14,842	

2. Professional Librarians Without Terminal Qualifications

Salary Range	
Minimum	Maximum
$ 8,000	$16,640

Article IX
Professional Technicians

Except where modified by this Article, all provisions of this Agreement and the benefits thereof shall apply fully to Professional Technicians.

Since the only criteria for appointment and continued service at the University for Professional Technicians are those within his area(s) of competency, Professional Technicians who aspire to advancement within the ranks of their classification are encouraged to participate in professional activities and studies which will increase their competencies.

A. Professional Evaluation

Professional Technicians shall be evaluated yearly by the Chairman of the Department to which they are assigned. This evaluation shall be in writing and shall reflect the views of faculty members with whom the Professional Technicians work. A copy of the evaluation shall be made available to the individual under consideration.

B. Renewal of Contract

Professional Technicians shall follow the Renewal of Contract procedures outlined in this Agreement with the exception that after three years of service a Professional Technician can only be removed from service through just cause. If he is removed from service for just cause, he shall have the right to a hearing before the Dean of the College in which he is assigned at which time he may have counsel of his choice and the right to present witnesses in his behalf.

C. Grievance

The Professional Technician, as a member of the bargaining unit, shall have all the benefits of the grievance procedure as outlined in this Agreement.

D. Merit Grade/Rank Salary Schedule for Professional Technicians Based upon Twelve (12) Months Appointment

Salary Range	
Minimum	Maximum
$ 8,000	$16,640

Article X
Working Conditions

A. Maximum Teaching Load

A maximum teaching load shall be twenty-four (24) units per academic year computed according to the following scale:

1. One lecture or recitation class per week equals one (1) unit.

2. One clock hour of laboratory or studio instruction equals one-half (1/2) unit provided that the instructor's duties require his supervision of the laboratory for the time credited. In laboratory courses, every effort will be made to assign technicians to prepare equipment for experiments, assist in conducting experiments and processing student reports in order to provide faculty members more equitable teaching loads.

3. Advising for graduate thesis equals one-third (1/3) unit for each student.

4. Every effort shall be made to distribute equitably the number of students per faculty member in a given discipline.

5. Number of preparations: Wherever possible the number of preparations for an individual faculty member shall not exceed two without consent of the faculty member involved.

B. Other Faculty Responsibilities

All other faculty responsibilities such as committee assignments (Departmental, College, or University), student advising other than for thesis, research, scheduled college or university functions or other scholarly endeavor shall not be considered as part of the normal teaching load.

C. Teaching Programs

1. In scheduling and assigning of courses, faculty requests will be taken into account by the Department Chairman. Their requests shall be in writing.

2. The assignment of courses shall be determined by the Department Chairman in consultation with each faculty member of his department and with the approval of the Dean of the College.

3. Faculty may be transferred from one department to another. Such transfer shall be made without loss of seniority or any other rights or perquisites. Transfers may be made by the Dean or Deans involved but only with the consent of the faculty member involved and of the tenured faculty of the department to which he is transferred.

D. Academic Year and Calendar

1. *Academic Year.*
The academic year shall begin on September 1 of each year and end on June 30 of the next year. Faculty serving under a teaching contract are expected to be available each day within this period excepting Saturdays, Sundays, and holidays unless explicitly relieved of this responsibility in writing by the Dean of his College. Any restructuring of the academic semester system shall be subject to negotiation.

2. *University Calendar.*
The University calendar for each year shall be determined at least two years in advance by the Administration in consultation with the Faculty Federation.

E. Facilities

1. Office space will be allocated by the Administration to each department and it will be the responsibility of the Department Chairman to allocate individual office assignments. This action must be taken prior to June 30 of each year.

2. Suitable office space with appropriate office equipment shall be provided for each faculty member. Wherever feasible, office spaces will be assigned to faculty members on a continuing basis, from year to year and with no more than two full-time faculty assigned to any office.

3. Each faculty member shall have access to his office and/or related laboratory facilities 24 hours a day, 7 days a week without jeopardizing security.

F. Full-time Service Requirements

Appointment to the faculty of the University on a full time basis obligates the appointee to render full-time service to the University unless otherwise specifically exempted by the President.

G. Dues Check-Off

The Faculty Federation may secure authorization for payroll deduction for dues.

H. Weather Conditions

All members of the bargaining unit shall be treated equally with regard to adverse weather conditions.

Article XI
Individual Faculty Members' Contract Renewal Policy

A. All actions taken by the Board of Trustees relative to contract renewal shall be taken as a result of a recommendation submitted to the Board by the President of Southeastern Massachusetts University. In no case will recommendations to the Board relative to reappointment be made by anyone other than the President. The case of any faculty member who is recommended for reappointment by the tenured members of the department and the department chairman shall be brought to the attention of the Board of Trustees by the President with appropriate documentation for its action, if so requested by the tenured faculty and department chairman. The Board shall enjoy its full right to reject such recommendations but may not make appointments without a recommendation from the President.

B. Evaluation for Reappointment

Each nontenured member of a department shall be evaluated annually by the Department Chair-

man and a committee of tenured faculty. These evaluations shall be transmitted to the faculty member orally and in writing by the Department Chairman at the end of the spring semester. The faculty member will be evaluated on the following criteria:

(a) i. Teaching effectiveness based on student evaluation
ii. Student advisement
(b) Research and publications
(c) Professional activities
(d) Service to the academic community
(e) Leadership in community affairs

In the case of the evaluation of Librarians, criterion (a) above shall mean professional affectiveness.

Any member of the faculty, upon a written request to the Department Chairman, may examine materials pertaining to his evaluation, and shall be allowed to submit to the chairman any additional written information relating to his evaluation prior to the transmittal of such evaluation to the College Dean.

In the faculty member's evaluation transmitted to the College Dean shall be a recommendation with substantiation for reappointment or non-reappointment including faculty evaluations and the results of the student evaluations of teaching effectiveness. The Dean of the College shall review these evaluations and recommendations and submit his own recommendations to the Dean of Faculty. The Dean of Faculty shall review each of these evaluations and recommendations and transmit these with his own to the President. On the basis of a review of these evaluations and recommendations, the President will make a decision for reappointment or non-reappointment; however, the Board at its own initiative, can review and take further action or no action.

C. In the development of all recommendations for reappointment or non-renewal, justification of all recommendations must be included. The Department Chairman is responsible for articulating the bases of the departmental decision as determined in each instance by secret ballot.

D. Notification of the reappointment or non-renewal for the second year of service must be given by March 1 of the first year of service. Recommendation for reappointment or non-renewal for the second year of appointment will be initiated at the department chairman level and pass through the following levels with each level adding its own recommendation: College Dean, Dean of Faculty, and President. It is advisable that the department chairman seek the opinions of the faculty and student members of the department in developing his recommendation.

E. Notification of reappointment or non-renewal for the third year of service must be given to the faculty member by December 15 of the second year of service. Recommendation for reappointment or non-renewal for the third year of service will be initiated with a recommendation developed by the tenured members of the department and processed through the following levels with each level adding its own recommendation: Department Chairman, College Dean, Dean of Faculty, and President. It is advisable that the department chairman seek the opinions of the non-tenured faculty and the students of the department in developing his recommendation.

F. Notification for the fourth and subsequent years of service must be given by September 15 of the year preceding the contract year under consideration. If a faculty member is being considered for tenure at this time, the tenure evaluation procedures as outlined in the Board of Trustees/Faculty Federation Agreement (Article XII) will be followed. In effect, this means that the decision on the contract for a fourth year of service must be made during the latter part of the second year in which the faculty member has served on the SMU Faculty. The recommendation for renewal for the fourth and subsequent years of service will be initiated by the tenured members of the department and will be processed through the following levels: Department Chairman (who is advised to seek the opinions of the non-tenured faculty and student members of the department), College Academic Council, College Dean, Dean of Faculty and the President. If the decision of the Board of Trustees is negative, the faculty member may request reasons for this decision from the Board of Trustees, and the Board will direct any individual or group at a lower level (excepting the tenured members of his department) to provide this information. The department chairman is responsible for articulating the bases for the departmental decision which shall be determined in each instance by secret ballot. Acceptance of a negative recommendation developed by the tenured members of the department may be cited as a reason for each level to recommend non-renewal.

G. In order that at least four opinions be considered in the departmental contract renewal recommendations for the fourth and subsequent years of service, departments with fewer than four tenured faculty members must supplement the tenured faculty opinions with opinions of faculty members who are tenured from other departments within the College Academic Council involved. The

selection of these tenured representatives shall be made by the College Academic Council of which the department in question is a part. The additional tenured faculty members will be selected from a list of individuals submitted by the faculty member being considered for contract renewal which is acceptable to the department chairman and the Dean of the College. Faculty opinions outside of the department shall not be sought until consideration for the fourth and subsequent years of service.

H. A multiple year contract may be offered to a faculty member provided that he is considered for renewal of contract at least once utilizing the procedures detailed in paragraph F above prior to being considered for tenure.

I. Notification, as referred to in paragraphs D, E, and F shall mean written notification to the faculty member by the President of his intention to recommend to the Board of Trustees the renewal or non-renewal of contract by the dates specified.

Article XII
Tenure

A. ***Definition of Tenure***

Tenured status is granted only to holders of academic positions and is distinguished from non-tenured status by the fact that the University must stipulate reasons for termination of employment other than by retirement mandated by law. Faculty members enjoying tenure may not be discharged except by vote of the Board of Trustees and for just cause. A faculty member enjoying tenure who is dismissed by the Board has the right to a hearing of his case before the Board. At such hearing the faculty member may be represented by the Federation and/or legal counsel. If the decision is not reversed by the Board the individual has recourse through judicial review. Faculty members on tenure who are dismissed should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the University.

B. No person, who, at the expiration of his current appointment, will have held full-time appointments without tenure to academic positions in the University for seven consecutive academic years, shall be considered by the Trustees for further appointment to an academic position without tenure. Each person who has taught at another accredited institution of higher learning shall be given credit for each year of teaching, up to three years toward the maximum of seven required for tenure. The number of years to be credited shall be stipulated in the faculty member's original contract.

C. The Chairman of each Department shall have the prime responsibility of bringing to the notice of the tenured members of his department the names of colleagues ready for consideration for tenure within the department by November 1 of the year preceding their last probationary year.

D. The nomination of candidates for tenure shall be determined by a majority vote by secret ballot of all the tenured faculty members of the Department. Said election shall be held by February 15 of the year preceding the last probationary year. In order that at least four (4) opinions be considered, departments with fewer than four (4) tenured faculty members must supplement the tenured faculty opinions with opinions of faculty members who are tenured from other departments within the College Academic Councils. The additional tenured faculty members will be selected by the College Academic Council from a list of individuals submitted by the faculty member being considered for tenure which are acceptable to the Department chairman. The faculty member will submit the list of individuals on or before November 14 and the College Academic Council will make its selection on or before December 1 of the year preceding the last probationary year. Included shall be the results of the student evaluations of teaching effectiveness.

E. On or before March 15 of the year preceding the candidate's final probationary year, the Department Chairman will forward to the appropriate College Academic Council the faculty members' recommendation, copies of the tenure evaluation documentation, and his own recommendations and substantiation in writing. Prior to the transmission to the College Academic Council, the individual shall be notified of the Department's decision and be permitted the opportunity to submit additional materials on the recommendation.

F. The College Academic Council shall review these recommendations, documentations and evaluations and make a recommendation on tenure and its written reasons for the recommendation. The Council will transmit its recommendation and the reasons thereof together with all documentation received from the department tenured faculty and the Department Chairman to the Dean of the candidate's College on or before April 1 of the year preceding the candidate's last probationary year. Only when the University Council or administrators at any of the following levels deem that unusual or compelling reasons exist will the recommendations of the College Academic Council be reversed.

G. The Dean of the candidate's College shall review the recommendations of the College Academic Council, the Department Chairman and the department tenured faculty, and forward these with his own recommendation in writing to the Dean of Faculty on or before April 15 of the year preceding the candidate's last probationary year.

H. The Dean of Faculty shall transmit to the University Council the documents and evaluations of the College Academic Council, the Department Chairman and the faculty members. The University Council shall review these recommendations, documentations and evaluations and make a recommendation on tenure and its written reasons and transmit its recommendation to the Dean of Faculty.

I. The Dean of Faculty shall review the action of the Dean of the College, the University Council, the College Academic Council, the Department Chairman, the department faculty and forward these with his own recommendation in writing to the President of the University on or before April 30.

J. The President of the University shall review the action of the Dean of Faculty, the Dean of the candidate's College, the University Council, the College Academic Council, the Department Chairman, and the department faculty, and forward these with his own recommendation to the Chairman of the Board of Trustees no later than ten (10) days prior to the established May meeting date of the Board for its decision by formal action to grant or not grant tenure.

K. The awarding of tenure shall be only by a vote of the Board of Trustees. The time schedule for tenure and the tenure recommendation flow chart are as set forth in Appendix "B" to this Agreement.

L. Service as an Instructor at SMU shall be counted for tenure credit.

M. Tenure privileges shall be effective with the date of tenure.

Article XIII
Promotion and Merit-Grade/Rank Salary Increases

A. Any faculty member in the rank of Instructor shall be promoted to the rank of Assistant Professor upon achieving tenure at Southeastern Massachusetts University.

B. While length of service alone is not cause for promotion, the following shall be considered the normal period of time to be spent in rank:

1. Instructor, not more than five (5) years
2. Assistant Professor, six (6) to seven (7) years
3. Associate Professor, six (6) or more years

C. For purposes of promotion and salary increases, faculty shall be evaluated annually by the Department Chairman and the department committee on faculty evaluation. Each Department Chairman on or before March 1 of the academic year shall forward to the appropriate College Academic Council his written recommendations for promotion of faculty members in the Department. Where he recommends more than one (1) member in the Department, he shall rank them in order of preference and, in writing, substantiate these rankings. The individual(s) shall have the right to read the report with regard to salary and promotion recommendations, and he may add to the file any statement, evidence or other documentation which he believes would present a more valid view. The College Academic Council shall review the Department Chairmen recommendations and rankings and shall rank the various departmental candidates in order of recommendation for promotion. This ranking shall be in order of priority with respect to the total recommendations within the College Academic Council. The Council shall forward in writing its recommendations and reasons thereof to the Dean of the candidate's College on or before March 15 of the academic year. Included shall be faculty evaluations and the results of the student evaluations of teaching effectiveness. The Dean of the College shall review the recommendations of the College Academic Council and the Department Chairman and submit his recommendations for promotion and his order of priority in writing to the Dean of Faculty on or before April 1 of the academic year. The Dean of Faculty shall transmit to the University Council the documents and evaluations of the College Academic Council and the Department Chairman including departmental faculty evaluations and the results of the student evaluations of teaching effectiveness. The University Council shall review these recommendations, documentations and evaluations and shall rank the various departmental candidates in order of recommendation for promotion. It shall transmit in writing its recommendations to the Dean of Faculty. The Dean of Faculty shall review the action of the Dean of the College, the College Academic Council, the University Council and the Department Chairmen, and submit to the President of the University in writing on or before April 15 of the academic year his recommendations for promotion. Included shall be faculty evaluations and

the results of the student evaluations of teaching effectiveness. The President shall make a decision on promotion for each individual by the May meeting of the Board of Trustees; however, the Board on its own initiative may review and take further action or no action.

D. Merit-Grade/Rank Increases

On or before March 1 of the academic year each Department Chairman, taking into consideration the results of the annual faculty evaluations, shall make a recommendation in writing with substantiation to the Dean of his College for each faculty member in the Department with regard to salary increases. Where the Department Chairman recommends more than one (1) faculty member for a salary increase, he shall rank them in order of preference. The Dean of the College shall submit his recommendations with substantiation to the Dean of Faculty including recommendations for the Department Chairmen under his jurisdiction. The Dean of the Faculty shall review the recommendations of the Dean of the College and the Department Chairmen and transmit his recommendations with substantiation to the President for final action; however, the Board at its own initiative may review and take further action or no action.

When merit funds are available no individual shall be denied a merit-grade/rank increase more than two (2) consecutive years unless unusual and compelling circumstances exist. If he is denied for a third consecutive year, he shall be entitled to a hearing before the College Academic Council in which his Department is a member.

Article XIV
Sabbatical Leave

General Requirements

A. Each tenured member of the Southeastern Massachusetts University faculty and/or professional member of the Library staff with academic rank with six (6) years or more of service to the University has the right to sabbatical leave. Such leave may be taken one (1) year in every seven (7) years of employment at Southeastern Massachusetts University at a remuneration of full pay for half an academic year or half pay for a full academic year. Alternatively, a faculty member who has served six (6) years or more at the University may elect to request a sabbatical leave of one-half (½) an academic year at half pay after three (3) (or more) years of service without sabbatical leave.

B. The Southeastern Massachusetts University Faculty Sabbatical Leave Committee, composed of two (2) faculty members appointed by the President of the Southeastern Massachusetts University Faculty Federation and three (3) faculty members appointed by the President of the University, shall oversee the orderly granting of requests for sabbatical leave. The committee shall elect its own chairman. This committee shall inform the President of Southeastern Massachusetts University and the Board of Trustees at least one (1) year in advance of the approximate amount of money needed to compensate substitutes for faculty members going on sabbatical leave. The Southeastern Massachusetts University Faculty Sabbatical Leave Committee shall also provide the Southeastern Massachusetts University President, a year in advance, a list of the names of faculty members applying for sabbatical leave.

C. The Southeastern Massachusetts University Faculty Sabbatical Leave Committee shall be the sole judge of the legitimacy of the reasons for a faculty member being granted sabbatical leave. Sabbatical leave will be granted only for purposes related to the improvement of a faculty member's professional competence.

D. Prior to the granting of sabbatical leave, the faculty member shall enter into a written agreement with the Board of Trustees that upon termination of such leave he will return to the service of Southeastern Massachusetts University for a period equal to twice the length of such leave and that in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

E. The names of the faculty granted leave and their project(s) shall be announced to the faculty on or before December 1 of the year preceding the sabbatical leave.

F. Policy Guidelines for Sabbatical Leaves at SMU

1. Future Policy

All tenured faculty members who have completed six (6) years of teaching service at SMU shall be eligible for a sabbatical. When this is taken for half pay for the full year making it possible to hire a temporary replacement without serious cost to the students or university, this should be considered a normal part of the faculty member's

association with the University to provide the opportunity for study, general professional improvement, rest, research and prosecution of original work.

Other forms of scheduling sabbaticals should be granted by the present procedures with special consultations by the Sabbatical Committee with the faculty member, the relevant department and deans concerning teaching needs and financial resources. Sabbaticals are not cumulative (as two (2) years every twelve (12), but might be postponed no more than one (1) year either at the request of the faculty member or with approval of the Sabbatical Committee to meet an urgent departmental or university need for that year; such postponement would not set back the normal date of eligibility for the next sabbatical.

2. Implementation

While restrictions remain on the granting of sabbaticals, the following are recommended as guidelines to their awarding and the procedure for doing so, supplementing existing policy statements.

(a) The work of the Sabbatical Committee shall be confidential in nature, and all participating shall refrain from discussion, outside of formal committee sessions, of those whose applications are being considered. This does not preclude full consultation concerning the applicant and the project with members of the relevant department, deans, and on occasion others in the relevant field, but such consultations shall be confidential.

(b) The Committee shall be under obligation to determine for itself and the University the principles upon which it evaluated the applicants.

(c) A standard application form shall be utilized by all applicants, who shall also submit their vitae, list of publications, detailed full information concerning earlier reductions of teaching load and leaves of absence, description of their proposed activity, and concrete information concerning arrangements as to the place at which their work is to be carried out.

(d) In the awarding of a limited number of sabbaticals, preference will then be given to those applicants who meet any of the following criteria:

i) Have a serious project which will enable them to make a significant and original contribution in their field, and will in consequence of their growth in intellect, talent and maturity enable them to become more qualified and effective in assisting the education of SMU students. Faculty members with prior service at New Bedford Institute of Technology or Bradford Durfee College of Technology will be considered to have met the requirement stated above if they are enrolled in a program of advanced study at an accredited institution.

ii) Have evidenced serious efforts during and prior to their years at SMU to make them as qualified in their field as possible, usually evidenced in part by a terminal degree in their field or, in exceptional cases, by other original and high quality work and achievements. Since a restricted sabbatical program in our view ought to be primarily for the purposes in i), work on degree programs ought primarily to be pursued under other arrangements, as summers and special leaves of absence. In very special cases, however, where the person has already evidenced the use of such opportunities, has made significant progress, and is pursuing a thesis which will on its own merit meet the criteria in the above paragraph, exceptions may be made to enable this person to complete the terminal degree. Similar conditions, plus a record of the applicant's past achievements and publications, would apply to faculty members with terminal degree seeking to develop expertise in new areas.

iii) Have completed arrangements for their sabbatical work to be conducted at another university, research institution, or other appropriate environments related to the topic of the project.

iv) Have developed their proposed sabbatical project in some detail and received evidence from others in their field that it is of merit, evaluation of the project may include the following factors: the significance of the project, the adequacy and realism of the plan, the suitability of the project for the applicant's professional development, the importance of the project for the department, university, discipline or society.

v) Have, in the case of proposed books, received evidence of the need for and likely merit of such books, as from colleagues in other institutions, editor of a series in which the book may be included, a publisher's contract and the like.

vi) In unusual cases, and not as a standard practice, sabbaticals may be utilized for teaching at another institution in cases where this strongly appears likely to contribute to the

general professional development of the faculty member and especially effectiveness with students; attention would especially be given in such applications to those in which an invitation had been received from a university experimenting in unusual teaching methods, a foreign university, or one of notable academic status.

Where the above criteria are met, the awarding of sabbaticals shall be distributed among the departments and colleges of the University as fairly as possible, without a priori preferences.

Article XV
Dismissal

Reduction of Personnel

If it becomes necessary to reduce personnel the following procedures shall obtain:

Except in most unusual circumstances those faculty members having least seniority would be considered for release.

No faculty member would be released unless all reasonable efforts to reassign that faculty member to an equivalent or similar position within the University had been exerted.

The departmental seniority lists as determined under the provisions of Article VI.G shall be the accepted basis for determining specialty areas and seniority within departments.

If a tenured faculty member is affected by reduction, he shall have a right to be rehired if an appointment for which he is qualified is made within five years.

If tenured faculty must be reduced, faculty members over 65 years of age eligible for retirement shall be released before tenured faculty members under 65 years of age irrespective of seniority.

Article XVI
Grievance Procedures

A. Objectives

It is the declared objective of the Faculty Federation and the Trustees to encourage the prompt and informal resolution of complaints of faculty members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

B. Definition

A "grievance" shall mean a complaint by a faculty member that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or of any of the established policies of the Board of Trustees.

C. General Procedures

1. As used in this Article, the term "Faculty Member" shall mean a member or members of the bargaining unit. As used in this Article, the term "grievance" shall also include a grievance affecting more than one campus. The Faculty Federation shall represent every faculty member at various levels of the grievance procedure.

   When a faculty member chooses to handle his own grievance case, he does so at his own peril.

2. If any faculty member shall present any grievance without representation by the Federation, the disposition of the grievance shall be consistent with the provisions of this Agreement, and shall not be deemed to change or otherwise modify the terms and conditions of the Agreement or create a precedent unless the Trustees and the Federation shall otherwise agree in writing.

3. If a grievance involves a decision by a Dean of a College or the Dean of Faculty the grievance may be filed with and heard in the first instance at the next higher level.

Level One

a) When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based or from the date when the faculty member had or would have had knowledge of the event if he (the faculty member) had not been grossly negligent.

b) A faculty member with a grievance shall file it in writing with the Faculty Federation Grievance Committee specifying the act or condition and the grounds upon which the grievance is based. From this time forward, the Faculty Federation Griev-

ance Committee shall be available to act in an advocacy role if the faculty member requests.

c) The grievant shall in writing transmit the alleged grievance specifying the act or condition and the grounds upon which the grievance is based to the Dean of the College within ten (10) school days from the date of the receipt of the alleged grievance in b) above.

d) The Dean of the College and/or his designee within five (5) school days shall transmit in writing the alleged grievance and its particulars to a Faculty Grievance Committee composed of two (2) faculty members chosen by the Faculty Federation, two (2) faculty members chosen by the Administrator named in the grievance and one (1) faculty member mutually agreed upon.

e) When a grievance is filed by a faculty member, it shall be processed through the Faculty Grievance Committee and hearings shall begin at the level above which the grievance occurred. When a grievance is filed against the President of the University, it shall be processed through the Faculty Grievance Committee and its recommendations on the grievance shall be forwarded to the President for his action.

f) The Faculty Grievance Committee upon receipt of the grievance shall review the alleged grievance including the calling of witnesses and access to relevant materials and documents. Within ten (10) school days (or when the school is not in session fourteen (14) calendar days) it shall make a written recommendation with regard to the alleged grievance to the alleged grievant, the Faculty Federation and the Dean of the College.

The Dean of the College and/or his designee, the faculty member, and the representative of the Federation shall meet and confer on the recommendations of the Faculty Grievance Committee within five (5) school days after the receipt of the Committee's recommendations.

g) The Faculty Federation and/or the alleged grievant and the Dean of the College shall within five (5) school days transmit in writing to one another with copies to the Dean of Faculty their answer to the recommendations of the Faculty Grievance Committee.

Level Two

If the grievance is not satisfactorily resolved through Level One, the faculty member and/or the representative of the Federation may appeal to the Dean of Faculty within ten (10) school days after delivery of the decision of the Dean of the College. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Dean of the College in Level One is unsatisfactory. The Dean of Faculty shall promptly meet with the grievant and the Faculty Federation and confer on the appeal. The Dean of Faculty shall communicate his decision in writing to the aggrieved faculty member and to any Faculty Federation representatives who participated in Level Two. Such decision shall be made not later than five (5) school days after the written appeal has been made to the Dean of Faculty.

Level Three

If the grievance is not satisfactorily resolved through Level Two the faculty member and/or the representative of the Federation may appeal to the President within ten (10) school days after delivery of the decision of the Dean of Faculty. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the Dean of Faculty in Level Two is unsatisfactory. The President shall promptly meet with the grievant and the Faculty Federation Representative and confer on the appeal. The President shall communicate his decision in writing to the aggrieved faculty member and to any Faculty Federation representative who participated in Level Three. Such decision shall be made not later than ten (10) school days after the written appeal has been made to the President.

Level Four

If the grievance is not satisfactorily resolved through Level Three the grievant and/or the Faculty Federation may appeal to the Trustees within ten (10) school days after receipt of the decision of the President. The appeal shall be in writing and signed by both the grievant and the Federation Representative. The appeal shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the President in Level Three is unsatisfactory. The Trustees shall on receipt of the appeal, at their next regular meeting, confer with the grievant and the Federation Representative on the grievance appeal. The decision of the Trustees shall be communicated in writing

to the grievant and to the Federation Representative. Such decision shall be communicated not later than ten (10) school days after the aforesaid hearing on the appeal is held.

Level Five

a) Within thirty (30) school days of the Trustees' decision, the Faculty Federation only may appeal from the decision of the Trustees to the American Arbitration Association for arbitration.

b) The proceeding may be initiated by filing with the Chairman of the Board of Trustees and the American Arbitration Association a notice of arbitration. The arbitrator shall hold a hearing within thirty (30) days of his appointment. Five (5) days notice will be given to all parties of the time and place of the hearing.

c) A panel of six (6) arbitrators will be selected by mutual agreement of the Board of Trustees and the Faculty Federation as the exclusive source of arbitrators to hear grievances arising under this Agreement.

In the event that mutual agreement is not reached in the selection of the six (6) arbitrators for the panel, arbitrators shall be selected for each individual case of arbitration according to normal American Arbitration Association procedures.

d) The arbitrator shall issue his decision not later than thirty (30) days from the date of the closings of the hearings, or if oral hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

e) (1) The decision of the arbitrator shall be final and binding on both parties and the grievant, and all will abide by it.

(2) When acceptable to both parties to this Agreement the American Arbitration Association's procedures for Expedited Arbitration will be utilized.

f) The arbitrator's fees and expenses will be shared equally by the parties.

g) The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement.

D. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

E. Faculty Federation Grievances

The Faculty Federation has the right to initiate or appeal a grievance involving an alleged violation of this Agreement. The grievance shall be initiated at the level at which it occurs, but in all other respects the grievance procedures above described shall apply to Federation-filed grievances except that written answers made by the Dean of Faculty, the President or the Trustees need be served only upon the Faculty Federation.

F. Grievances Filed by a Faculty Member Against a Department Chairman and/or Department Committee on Faculty Evaluation

Faculty have the right to a hearing on the filing of an alleged grievance against the recommendations of the Department Chairman and/or the Department Committee on Faculty Evaluation with regard to reappointment, step increases, merit increases, tenure and promotion.

1. When an alleged grievance arises under this Section, the faculty member shall file a written statement with the Chairman of the College Academic Council in which his Department is a part with a copy to his Department Chairman, specifying the grounds and actions of the Department Chairman and/or Department Committee on Faculty Evaluation upon which the alleged grievance is based.

2. The alleged grievance must be filed within ten (10) school days (or when the school is not in session, fourteen (14) calendar days) from the day of the event upon which the alleged grievance is based or from the date when the faculty member had or should have had knowledge of the event.

3. Within ten (10) days after the receipt of the alleged grievance, the Chairman of the College Academic Council shall notify in writing the faculty member, the Department Chairman and/or the Department Committee on Faculty Evaluation (as the case may be) of the date, time and place of the hearing on the alleged grievance. Prior to the hearing, the faculty member shall be permitted access to all written evaluation materials used by the Department Chairman and/or the Department Committee on Faculty Evaluation (as the case may be) in reaching his and/or their decision with regard to the faculty member's alleged act(s) upon which the alleged grievance has been filed. The faculty member may at this hearing have representation of his own choosing.

4. Within five (5) school days, the Chairman of the College Academic Council shall communicate in writing the Council's decision and the grounds for the decision to the President of the University, the faculty member, the Department Chairman and the Department Committee on Faculty Evaluation.

5. If the Council finds that the faculty member has been grieved, it shall make recommendations for further action to the President of the University.

Article XVII
Ratification of Agreements

After a proposal has been mutually agreed upon by the negotiators representing the Board of Trustees and the Faculty Federation, the chief negotiator for each party shall arrange for this mutually agreed upon proposal to be on the agenda of their respective organization's next regularly scheduled meeting for action by the membership of that organization, or at an earlier meeting if conveniently possible.

Article XVIII
Resolution of Differences By Peaceful Means

The Federation agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage.

The Federation and its members, individually and collectively agree that if there is a violation of this clause, that is, participation or involvement in any such strike, walkout, slowdown, or stoppage, any or all employees violating this clause will at the discretion of the Board be subject to disciplinary action as allowed by any applicable provision of state law.

Article XIX
Management Rights

Nothing in this Agreement shall derogate from or impair any power, right or duty heretofore possessed by the Board or by the Administration except where such right, power or duty is specifically limited by this Contract.

Article XX
Provision for Related Issues

A. The Federation and the Board agree that each has exercised its rights to bargain for provisions in this contract, and that the present contract constitutes a complete agreement on all matters. However, with respect to those matters which are directly related to any of the provisions of this Agreement the Board of Trustees agrees that it will make changes only after consultation and negotiations with the Faculty Federation.

B. The parties further agree that should the provisions of the Massachusetts G.L. Ch. 149, S. 178 existing as of the date hereof be amended by the General Court, the parties shall upon thirty (30) days written notice of either meet and confer with respect to such amendment and may incorporate any written agreement mutually agreed upon into this Agreement. The provisions of this section, however, shall not be deemed to impair any term in this Agreement contained.

Article XXI
Savings Provision

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Article XXII
Duration

The provisions of this Agreement shall be effective from January 25, 1973 and will continue and remain in full force through June 30, 1976 and shall be automatically renewed from year to year thereafter unless by March 1 prior to the expiration date either party notifies in writing by registered or certified mail, return receipt requested, of its desire to terminate this Agreement. Provided that either party by notifying the other in writing by March 1, 1974 by registered or certified mail, return receipt requested, may reopen this Agreement only on matters which have by terms of this Agreement been referred to and reported on by study committees and on specific economic items which by Acts of the Legislature have become negotiable. Provided further, that either party by notifying the other in writing by March 1, 1975 by registered or certified mail, return receipt requested, may reopen this Agreement on the items stated above and in addition on any three articles of this Agreement.

A joint committee composed of six (6) members, three (3) members appointed by the President of the University and three (3) members by the President of the Faculty Federation shall be established when this Agreement goes into effect to review the evaluative and grievance procedures outlined herein and to make recommendations as needed to improve their effectiveness.

Appendix A
Memorandum

This memorandum is to certify that the following items were agreed to as a part of our negotiations though they were not stated specifically in the final Agreement:

1. The Articles dealing with Academic Freedom, Tenure, the established policy of the Board of Trustees except where changed through negotiations and the Grievance Procedure as it relates to the interpretation and application of aforesaid Articles shall be made retroactive to May 1, 1969.

2. Prior to January 1, 1971, any grievance brought under Article XVI (Grievance Procedure) of the Collective Bargaining Agreement with respect to the granting of tenure shall be based upon the procedure set forth in the Faculty Handbook provided that notification of action taken with respect to tenure shall be made by September 15, 1970.

3. It is agreed that Article VII AI of the collective bargaining Agreement shall not apply to positions presently being funded out of faculty designated monies. The Administration agrees, however, to make every effort to transfer these positions to appropriate authorized positions in the 01 account as soon as possible.

Appendix B
Tenure Time Schedule

No later than:

September 1	Department Chairmen selected.
September 1	College Academic Councils formed.
September 1	University Council formed.
November 1	Chairman of Department notifies tenured faculty members of colleagues ready for consideration of tenure during next academic year.
February 15	Department Faculty members vote and make recommendations regarding tenure for colleagues. Department Chairman makes his own recommendation.
March 15	Academic Council receives recommendations from Department Faculty members and Department Chairman.
April 1	Dean of College receives recommendations from College Academic Council (file includes Department Faculty recommendation, Department Chairman recommendation and College Academic Council recommendation).
April 15	Dean of Faculty receives recommendations from Dean of College (file includes Department recommendation, Department Chairman recommendation, College Academic Council recommendation, and Dean of College recommendation), forwards to University Council for its recommendation.
April 30	President receives recommendations from Dean of Faculty (file includes Department Faculty recommendation, Department Chairman recommendation, College Academic Council recommendation, Dean of College recommendation, University Council recommendation and Dean of Faculty recommendation.
May	Board of Trustees Meeting — Board receives recommendations from President (file includes Department Faculty recommendation, Department Chairman recommendation, College Academic Council recommendation, Dean of College recommendation, University Council recommendation, Dean of Faculty recommendation, President's recommendation). Board of Trustees takes action on tenure matters.

Appendix C
Tenure Recommendation Flow Chart

Department Tenured Faculty
Department Chairman
Dean of College
College Academic Council
Dean of Faculty ⟷ University Council
President of University
Board of Trustees

Names of Respective Parties to this Agreement

For the Board Of Trustees
Albert Goldstein
Chairman, Board of Trustees
Donald E. Walker, President
Southeastern Massachusetts University
David Feldman
Chief Negotiator
Joseph J. Orze
Negotiator
For the Faculty Federation
Anthony J. John
President
John J. Fitzgerald
First Vice-President
M. C. Rosenfield
Second Vice-President
William C. Wild, Jr.
Executive Board
Fred Gorczyca, Member
Bernard Dutra, Member
John J. Carpenter, Esq.
Negotiator-Consultant
Massachusetts Federation of Teachers

Southeastern Massachusetts University, North Dartmouth, Massachusetts 02747

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